

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)		1. SOLICITATION NO. W91247-06-T-0014		2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		3. DATE ISSUED 15-Nov-2005		PAGE OF PAGES 1 OF 26	
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>									
4. CONTRACT NO.			5. REQUISITION/PURCHASE REQUEST NO. DPWOMA-5307-N327				6. PROJECT NO. FZ-20009-6P		
7. ISSUED BY FORT BRAGG DIRECTORATE OF CONTRACTING ATTN: SFCA-SR-BR BUILDING 3-1632 BUTNER ROAD FORT BRAGG NC 28310-5000  TEL:  FAX: 910-396-2674			CODE W91247		8. ADDRESS OFFER TO (If Other Than Item 7) CODE W91247  .REBECCA FENTZKE REBECCA.FENTZKE@US.ARMY.MIL PH: 910-432-6610 FAX: 910-396-2674 FORT BRAGG NC 28310  TEL: 910-432-6610 FAX: 910-396-2674				
9. FOR INFORMATION CALL:		A. NAME REBECCA FENTZKE				B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 910-432-6610			
<b>SOLICITATION</b>									
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>									
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): The contractor shall furnish all labor, materials, equipment, transportation, tools, supervision and any other items necessary to: replace existing HVAC.									
11. The Contractor shall begin performance within _____ 30 _____ calendar days and complete it within _____ 60 _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____ .)									
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							12B. CALENDAR DAYS		
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ 04:00 PM (hour) local time <u>30 Nov 2005</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than _____ 30 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.									

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
<b>14. NAME AND ADDRESS OF OFFEROR</b> <i>(Include ZIP Code)</i>						<b>15. TELEPHONE NO.</b> <i>(Include area code)</i>				
<div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px;"></div>						<b>16. REMITTANCE ADDRESS</b> <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>				
						<div style="display: flex; border-bottom: 1px solid black;"> <div style="flex: 1; padding-right: 10px;"><b>CODE</b></div> <div><b>FACILITY CODE</b></div> </div>				
<b>17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due.</b> <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
<b>AMOUNTS</b>		<b>SEE SCHEDULE OF PRICES</b>								
<b>18. The offeror agrees to furnish any required performance and payment bonds.</b>										
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
<b>AMENDMENT NO.</b>										
<b>DATE</b>										
<b>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> <i>(Type or print)</i>						<b>20B. SIGNATURE</b>			<b>20C. OFFER DATE</b>	
<b>AWARD (To be completed by Government)</b>										
<b>21. ITEMS ACCEPTED:</b>										
<b>22. AMOUNT</b>		<b>23. ACCOUNTING AND APPROPRIATION DATA</b>								
<b>24. SUBMIT INVOICES TO ADDRESS SHOWN IN</b> <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>		<b>25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</b> <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
<b>26. ADMINISTERED BY</b>			<b>CODE</b>			<b>27. PAYMENT WILL BE MADE BY:</b>				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> <i>(Contractor is required to sign this document and return _____ s to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.						<input type="checkbox"/> <b>29. AWARD</b> <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
<b>30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN</b> <i>(Type or print)</i>						<b>31A. NAME OF CONTRACTING OFFICER</b> <i>(Type or print)</i>				
<b>30B. SIGNATURE</b>			<b>30C. DATE</b>			<b>31B. UNITED STATES OF AMERICA</b> <b>BY</b>			<b>31C. AWARD DATE</b>	

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Replace Condensing Unit and AirHandler E-3863 FFP Replace Condensing Unit and AirHandler E-3863. See scope of work. PURCHASE REQUEST NUMBER: DPWOMA-5307-N327	1	Each		

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NET AMT

FOB: Destination

## Section C - Descriptions and Specifications

### SCOPE OF WORK

**THIS REQUIREMENT IS SET ASIDE FOR EMERGING SMALL BUSINESS CONCERNS ONLY.**

**EVALUATION FACTORS:** Quotes will be evaluated as to Price and Past Performance.

**Past Performance** - Acceptable past performance will be based on evidence that the contractor has satisfactorily completed the same or similar work on schedule. See FAR Clause 52.0000-4023 titled "PREAWARD DATA".

**Central Contractor Registration (CCR)** - Effective 1 June 1998, all contractors receiving Department of Defense (DoD) contract awards must be registered.

**BASIS FOR AWARD:** Award will be made to the responsible Central Contractor Registered business whose price and past performance represents the best overall value to the Government.

**The estimated price for this project is below \$25,000.00.**

### GENERAL AND SPECIAL PROVISION

#### PROJECT: FZ-20009-6P

1. **GENERAL:** The contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, and any other items necessary to **replace condensing unit and air handler at Bldg E-3863, Fort Bragg, NC**. All work will be in strict compliance with these specifications, construction standards, building codes, and other contract documents.

2. **LOCATION:** Bldg. E-3863, Fort Bragg, NC

3. **SITE VISIT:** It is the intent of the Government that all prospective bidders visit the project site prior to bidding. Failure to visit the project site will not disqualify a bid, however, the bidder acts at his own risk and will not be relieved from complying with the terms and conditions of any resultant contract by reason of such failure. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. See FAR Clause 52.236-27 or it's Alternate I for Site Visit instructions.

4. **QUALITY CONTROL:** The Contractor shall provide the job superintendent's name and telephone number to the Contracting Officer and to PWBC, Facility Management Division, Butner Road; **Mr. Paul Rodriguez at (910) 432-6609 (3) three days** prior to commencing work. Project Manger is Bob Lineberry at (910) 396-1910.

4.1. The Contractor shall accomplish all work skillfully and in accordance with good industry practices and IAW manufacturer's recommendations and specifications. All work shall conform to current codes and industry and construction standards.

#### **5. SPECIAL PROVISIONS:**

5.1. **Hours of Work:** The Contractor shall accomplish all work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. No work will be done on weekends or Federal holidays without prior written approval from the Contracting Officer.

5.2. **EXCAVATION PERMIT:** The Contractor shall have a completed and approved PWBC Excavation Permit in his possession prior to any excavation, to include sign or post-hole holes. The Contractor shall schedule an appointment to locate utility lines at least 24 hours prior to any excavation with the PWBC, Facility Maintenance

Division, building 3-1634, Butner Road; (910) 396- 2772. The Contractor shall also be responsible for coordination with the Directorate of Information Management (DOIM), Outside Plant Branch; building 1-1434, Scott Street; (910) 396-8200, for location of communication lines prior to any excavation.

**5.3. OCCUPANCY:** The building will be occupied during accomplishment of work. Interference with and inconvenience to the occupants or routine use of the facility shall be held to an absolute minimum. The Contractor is responsible for providing such coverings, shields, and barricades as required to protect the facility occupants, furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other damage resulting from construction.

**5.4. CLEAN UP:** The Contractor shall remove all trash, debris or surplus materials from the work site at the end of each work day and shall leave the work site clean of all debris when work is completed. The Contractor shall coordinate with the COR in obtaining a PWBC dumping permit.

**5.5.** The Contractor shall not employ any person who is an employee of the U.S. Government if the employment of that person would create a conflict of interest.

**5.6.** Contractor's employees shall wear distinctive clothing bearing the company's name or wear a badge, which contains the company's name and the employee's name, clearly displayed at all times while working on Fort Bragg. The Contractor shall be responsible for the conduct and appearance of his/hers employees while working at Fort Bragg.

**5.7.** The Contractor is required to adhere to the safety requirements outlined in the Corps of Eng Manual EM 385-1-1.

**5.8. Security, Safety, and Fire Protection:** While working on Fort Bragg and other Government installations, you are required to comply with all Ft Bragg Security, Fire and Safety regulations/rules. You are also required to comply with all OSHA requirements. Safety equipment must be worn on all construction sites.

**5.9. A minimum of one-year warranty on all materials and workmanship is required.**

**6. Vehicle Registration:** The Contractor shall fully comply with the vehicle registration requirements regarding contractor-owned and contractor employee privately owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. This regulation can be found at [http://www.bragg.army.mil/16MP/vehicle\\_registration\\_information.htm](http://www.bragg.army.mil/16MP/vehicle_registration_information.htm). Any questions regarding this regulation can be directed to 910-432-8193. Please be advised that Contractor vehicles and contractor employee POVs will be searched if the appropriate passes/decals are not displayed when entering Fort Bragg Access Control Points (ACPs). All vehicles, including those with passes/decals, are subject to random search at any time.

### **SCOPE OF WORK**

#### **PROJECT: FZ-20009-6P**

The contractor shall furnish all labor, materials, equipment, transportation, tools, supervision and any other items necessary to: replace existing HVAC, reusing the existing ductwork, thermostats if adequate, electrical connections and any or all pads or supports deemed usable.

1. Demolish the existing HVAC condensing unit and air handler, as well as all dryers and accessories.
2. Disconnect power and set aside for re-use once the new equipment is set.
3. Evacuate refrigerant according to industry practices.

4. Furnish and install a new condensing unit, air handler, dryers and valves.
5. Existing equipment is as follows: Condensing Unit is a NORDYNE, model GS3BA-060KA, Serial number GSA02060311, 5 ton, 208/230 Volt. Air handler is a CARRIER, model 39LC1061CA1114-R, Serial number 0392T21365 with DX and hot water coil. This equipment has failed and can be replaced with a different manufacturer or model number, as long as specifications are the same or equal.
6. Evacuate and charge the system to manufactures specifications.
7. Reconnect electrical power.
8. Re-install the duct connection and install new air filters.
9. Reconnect hot water piping to new coil and set balancing valves to allow proper operation of heat.
10. Perform start up and system testing as required by the manufacturer.
11. Furnish and install 12" X 12" VCT floor tile in the hallway of the basement.

**PAYMENT OPTIONS:**

SELECT ONE OF THE PAYMENT OPTIONS (Circle One)

(1) GOVERNMENT PURCHASE CARD (VISA) PURCHASE CARD

(2) DFAS (ELECTRONIC FUNDS TRANSFER)

## Section E - Inspection and Acceptance

### RECEIVING REPORT

Exterior of all shipping cartons must be marked with the contract/purchase order number. If you are "drop shipping" ensure your shipper complies with these instructions. Cartons without identification will be returned "freight collection".

Do not under any circumstances ship items to addresses other than those specified herein. To do so is in violation of this order and cost of shipment to address other than that specified in this order will not be paid unless the ship to/delivery address is changed by modification to the order signed by a contracting officer.

TRANSPORTATION CHARGES will be prepaid and the amount thereof entered as a separate item on the vendor's invoice. When the amount is \$100.00 or more, the invoice will be supported by the original or copy of the carrier's receipt showing payment by the vendor to the carrier. Receipts shall be in the form of a carrier's bill which shall be: (i) marked "Prepaid" or (ii) stamped "Paid" (iii) signed by the Carrier's Agent in the space for acknowledgement of payment, or (iv) bear notation by the Contractor of the check number and date paid.

### **RECEIVING REPORT PROCEDURES FOR RECEIVING ACTIVITY**

**PAUL RODRIGUEZ AT (910) 432-6609**, IS DESIGNATED AS THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AND IS RESPONSIBLE FOR PROCESSING THE RECEIVING REPORT TO THE ADDRESS IN BLOCK 15 NLT 5 DAYS AFTER RECEIPT OF SUPPLIES.

IF THE DD FORM 1155 IS USED FOR THE RECEIVING REPORT FOR PROCESSING TO THE DFAS:

### **FINAL RECEIVING REPORT OR PARTIAL RECEIVING REPORT:**

#### Complete Block 27:

1. Place a check mark or place an X mark in 27a; Inspected Block, Received Block, and Accepted and Conforms to the Contract Except as Noted Block. All three (3) Blocks must be checked.
2. Signature of Authorized Government Representative in 27b.
3. Date Items or Services were received in 27c.
4. Printed name and title of authorized government representative in 27d.
5. Mailing address of Authorized Government Representative in 27e.
6. Telephone number including area code in 27f.
7. E-mail address in 27g.

#### Complete Block 28:

Place a Check mark or X mark for either; Partial or Final as applicable.

2. Each Line Item identified in Section B, Supplies or Services and Prices:

Must have an identifiable Check Mark to indicate that Line Item was identified and quantity accounted for. If different, enter actual quantity received below quantity shipped and encircle.

Complete Blocks 37, 38, and 39:

Note: Block 37 must contain a Building number.

3. Additionally: The following information shall be placed at the bottom of page one (1) of the DD Form 1155 in the "White Space."

Printed Name, Title, Mailing Address, and Telephone Number of the designated Government official responsible for acceptance or approval functions.

IF THE DD FORM 250 IS USED FOR THE RECEIVING REPORT FOR PROCESSING TO THE DFAS:

Note: EFFECTIVE IMMEDIATELY ONLY DD FORM 250 DATED AUGUST 2000 IS ACCEPTABLE FOR RECEIVING REPORTS, PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE AND WILL NOT BE ACCEPTED BY DFAS.

In Addition to completing Blocks one (1) through twenty-two (22) of the DD Form 250 the following information shall be added in Block 23:

Address and Telephone Number of Authorized Government Representative.

COMPLETED RECEIVING REPORT SHALL BE FORWARDED TO THE DFAS IDENTIFIED IN BLOCK 15 WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF ITEM(S) ORDERED. IF THE RECEIVING REPORT IS NOT RECEIVED BY THE PAYING DFAS IN A TIMELY MANNER, AND COMPLETED CORRECTLY, THE REQUIRING ACTIVITY MAY BE RESPONSIBLE FOR PAYMENT OF AN INTEREST PENALTY.

IF BLOCK 15 IS: DFAS ROME, NY, YOU MAY FAX THE RECEIVING REPORT TO: FAX: 877-575-3332.

QUESTIONS PERTAINING TO THE COMPLETION OF THE RECEIVING REPORT MAY BE ADDRESSED TO: REBECCA FENTZKE, PH: 910-432-6610, (Fax) 910-396-2674 e-mail: [fentzkerb@bragg.army.mil](mailto:fentzkerb@bragg.army.mil).

DFAS PAYMENTS ARE MADE (30) THIRTY DAYS AFTER RECEIVING REPORT & INVOICE ARE RECEIVED BY DFAS.

VENDOR MAY MAIL INVOICE- SEE CONTRACTORS RESPONSIBILITIES BELOW TO THE ADDRESS IN BLOCK 15 OF THE ORDER FOR SUPPLIES OR SERVICES DD FORM 1155, CALL CUSTOMER SERVICE, OR FAX INVOICE TO THE FOLLOWING DFAS:

DFAS ROME, NY  
CUSTOMER SERVICE 800-553-0527  
FAX# 1-877-575-3332

FOR ELECTRONIC COMMERCE INFORMATION PERTAINING TO DFAS WEB INVOICING (WINS), WHICH ENABLES THE CURRENT PAPER BASED VENDORS, TO SUBMIT INVOICE ELECTRONICALLY, AT LITTLE OR NO COST, VISIT THE FOLLOWING DFAS WEB SITE:  
[www.dfas.mil/ecedi](http://www.dfas.mil/ecedi)

TO ACCESS PAYMENT STATUS ELECTRONICALLY:

[www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)



CONTRACTOR INVOICE(S) SUBMITTED TO THE DFAS IDENTIFIED IN BLOCK 15 OF THIS ORDER FOR PAYMENT SHALL BE IN ACCORDANCE WITH FAR PART 52.232-25, PROMPT PAYMENT AND SHALL INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN). CONTRACTOR SHALL ALSO SUBMIT A COPY OF THE INVOICE(S) TO CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR) AND FAX A COURTESY COPY TO FAX: 910-396-2674, ATTENTIONS: REBECCA FENTZKE. THE DESIGNATED BILLING OFFICE WILL RETURN INVOICES WITHIN 7 DAYS THAT DO NOT MEET THE REQUIREMENTS OF A PROPER INVOICE. FAR CLAUSE 52.232-25 CAN BE VIEWED OR DOWNLOADED FROM THE FOLLOWING WEBSITE:

<http://farsite.hill.af.mil>

**RESPONSIBILITIES.**

**Vendor Pay personnel will process the invoice into an entitlement system or if incorrect or incomplete, return to the originator. Associates must ensure that invoices meet the following requirements for a proper invoice as stated in Title 5 Code of Federal Regulations (CFR) 1315.9:**

- (a) Name of vendor;
- (b) Invoice date;
- (c) Government contract number or other authorization for delivery of goods or services;
- (d) Vendor invoice number, account number, and/or any other identifying number agreed to by contract;
- (e) Description (including, for example, contract line/subline number), price and quantity of goods and services rendered;
- (f) Shipping and payment terms (unless mutually agreed that this information is only required in the contract);
- (g) Taxpayer Identifying Number, unless agency procedures provide otherwise;
- (h) Banking information, unless agency procedures provide otherwise, or except in situations where the electronic funds transfer (EFT) requirement is waived under 31 CFR 208.4;
- (i) Contact name (where practicable), title and phone number;
- (j) Other substantiating documentation or information required by the contract.

**Additionally, the following information will also be required if the contract contains the Federal Acquisition Regulation (FAR) clause at 52.212-4, "Contract Terms and Conditions-Commercial Items":**

- (k) Address of the contractor;
- (l) If applicable, the order number;
- (m) Unit of measure, unit price and extended price of the items delivered;
- (n) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (o) Terms of any discount for prompt payment offered;
- (p) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or on a proper notice of assignment);
- (q) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

## 52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage
(End of Clause)	

## 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **(30) thirty calendar** days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **(60) sixty** calendar days. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$135.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil> or <http://www.arnet.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Exterior of all shipping cartons must be marked with the contract/purchase order number. If you are "drop shipping" ensure your shipper complies with these instructions. Cartons without identification will be returned "freight collection".

Do not under any circumstances ship items to addresses other than those specified herein. To do so is in violation of this order and cost of shipment to address other than that specified in this order will not be paid unless the ship to/delivery address is changed by modification to the order signed by a contracting officer.

TRANSPORTATION CHARGES will be prepaid and the amount thereof entered as a separate item on the vendor's invoice. When the amount is \$100.00 or more, the invoice will be supported by the original or copy of the carrier's receipt showing payment by the vendor to the carrier. Receipts shall be in the form of a carrier's bill which shall be: (i) marked "Prepaid" or (ii) stamped "Paid" (iii) signed by the Carrier's Agent in the space for acknowledgement of payment, or (iv) bear notation by the Contractor of the check number and date paid.

#### **RECEIVING REPORT PROCEDURES FOR RECEIVING ACTIVITY**

**PAUL RODRIGUEZ AT (910) 432-6609**, IS DESIGNATED AS THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AND IS RESPONSIBLE FOR PROCESSING THE RECEIVING REPORT TO THE ADDRESS IN BLOCK 15 NLT 5 DAYS AFTER RECEIPT OF SUPPLIES.

IF THE DD FORM 1155 IS USED FOR THE RECEIVING REPORT FOR PROCESSING TO THE DFAS:

#### **FINAL RECEIVING REPORT OR PARTIAL RECEIVING REPORT:**

##### Complete Block 27:

1. Place a check mark or place an X mark in 27a; Inspected Block, Received Block, and Accepted and Conforms to the Contract Except as Noted Block. All three (3) Blocks must be checked.
2. Signature of Authorized Government Representative in 27b.
3. Date Items or Services were received in 27c.
4. Printed name and title of authorized government representative in 27d.
5. Mailing address of Authorized Government Representative in 27e.
6. Telephone number including area code in 27f.
7. E-mail address in 27g.

##### Complete Block 28:

Place a Check mark or X mark for either; Partial or Final as applicable.

2. Each Line Item identified in Section B, Supplies or Services and Prices:

Must have an identifiable Check Mark to indicate that Line Item was identified and quantity accounted for. If different, enter actual quantity received below quantity shipped and encircle.

Complete Blocks 37, 38, and 39:

Note: Block 37 must contain a Building number.

3. Additionally: The following information shall be placed at the bottom of page one (1) of the DD Form 1155 in the "White Space."

Printed Name, Title, Mailing Address, and Telephone Number of the designated Government official responsible for acceptance or approval functions.

IF THE DD FORM 250 IS USED FOR THE RECEIVING REPORT FOR PROCESSING TO THE DFAS:

Note: EFFECTIVE IMMEDIATELY ONLY DD FORM 250 DATED AUGUST 2000 IS ACCEPTABLE FOR RECEIVING REPORTS, PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE AND WILL NOT BE ACCEPTED BY DFAS.

In Addition to completing Blocks one (1) through twenty-two (22) of the DD Form 250 the following information shall be added in Block 23:

Address and Telephone Number of Authorized Government Representative.

COMPLETED RECEIVING REPORT SHALL BE FORWARDED TO THE DFAS IDENTIFIED IN BLOCK 15 WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF ITEM(S) ORDERED. IF THE RECEIVING REPORT IS NOT RECEIVED BY THE PAYING DFAS IN A TIMELY MANNER, AND COMPLETED CORRECTLY, THE REQUIRING ACTIVITY MAY BE RESPONSIBLE FOR PAYMENT OF AN INTEREST PENALTY.

IF BLOCK 15 IS: DFAS ROME, NY, YOU MAY FAX THE RECEIVING REPORT TO: FAX: 877-575-3332.

QUESTIONS PERTAINING TO THE COMPLETION OF THE RECEIVING REPORT MAY BE ADDRESSED TO: REBECCA FENTZKE, PH: 910-432-6610, (Fax) 910-396-2674 e-mail: [fentzkerb@bragg.army.mil](mailto:fentzkerb@bragg.army.mil).

DFAS PAYMENTS ARE MADE (30) THIRTY DAYS AFTER RECEIVING REPORT & INVOICE ARE RECEIVED BY DFAS.

VENDOR MAY MAIL INVOICE- SEE CONTRACTORS RESPONSIBILITIES BELOW TO THE ADDRESS IN BLOCK 15 OF THE ORDER FOR SUPPLIES OR SERVICES DD FORM 1155, CALL CUSTOMER SERVICE, OR FAX INVOICE TO THE FOLLOWING DFAS:

DFAS ROME, NY  
CUSTOMER SERVICE 800-553-0527  
FAX# 1-877-575-3332

FOR ELECTRONIC COMMERCE INFORMATION PERTAINING TO DFAS WEB INVOICING (WINS), WHICH ENABLES THE CURRENT PAPER BASED VENDORS, TO SUBMIT INVOICE ELECTRONICALLY, AT LITTLE OR NO COST, VISIT THE FOLLOWING DFAS WEB SITE:

[www.dfas.mil/ecedi](http://www.dfas.mil/ecedi)

TO ACCESS PAYMENT STATUS ELECTRONICALLY:

[www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)

CONTRACTOR INVOICE(S) SUBMITTED TO THE DFAS IDENTIFIED IN BLOCK 15 OF THIS ORDER FOR PAYMENT SHALL BE IN ACCORDANCE WITH FAR PART 52.232-25, PROMPT PAYMENT AND SHALL INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN). CONTRACTOR SHALL ALSO SUBMIT A COPY OF THE INVOICE(S) TO CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR) AND FAX A COURTESY COPY TO FAX: 910-396-2674, ATTENTIONS: REBECCA FENTZKE. THE DESIGNATED BILLING OFFICE WILL RETURN INVOICES WITHIN 7 DAYS THAT DO NOT MEET THE REQUIREMENTS OF A PROPER INVOICE. FAR CLAUSE 52.232-25 CAN BE VIEWED OR DOWNLOADED FROM THE FOLLOWING WEBSITE:

<http://farsite.hill.af.mil>

### **RESPONSIBILITIES.**

**Vendor Pay personnel will process the invoice into an entitlement system or if incorrect or incomplete, return to the originator. Associates must ensure that invoices meet the following requirements for a proper invoice as stated in Title 5 Code of Federal Regulations (CFR) 1315.9:**

- (r) Name of vendor;
- (s) Invoice date;
- (t) Government contract number or other authorization for delivery of goods or services;
- (u) Vendor invoice number, account number, and/or any other identifying number agreed to by contract;
- (v) Description (including, for example, contract line/subline number), price and quantity of goods and services rendered;
- (w) Shipping and payment terms (unless mutually agreed that this information is only required in the contract);
- (x) Taxpayer Identifying Number, unless agency procedures provide otherwise;
- (y) Banking information, unless agency procedures provide otherwise, or except in situations where the electronic funds transfer (EFT) requirement is waived under 31 CFR 208.4;
- (z) Contact name (where practicable), title and phone number;
- (aa) Other substantiating documentation or information required by the contract.

**Additionally, the following information will also be required if the contract contains the Federal Acquisition Regulation (FAR) clause at 52.212-4, "Contract Terms and Conditions-Commercial Items":**

- (bb) Address of the contractor;
- (cc) If applicable, the order number;
- (dd) Unit of measure, unit price and extended price of the items delivered;
- (ee) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (ff) Terms of any discount for prompt payment offered;
- (gg) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or on a proper notice of assignment);
- (hh) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance



Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
<b>26.2</b>	<b>6.9</b>

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **NC, Cumberland County and Fort Bragg.**

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the

Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—@ 10:00 AM. November 21, 2005

(c) Participants will meet at--PWBC CONTRACTING OFFICE, BUILDING 3-1632, FORT BRAGG, NC.

ISSUED BY: PUBLIC WORKS BUSINESS CENTER  
CONTRACTING OFFICE, FORT BRAGG, NC.

POC: REBECCA FENTZKE, CONTRACTING SPECIALIST  
PHONE: (910) 432-6610 FAX: (910) 396-2674

CLOSES :@ 1:00 PM. November 30, 2005

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil> or <http://www.arnet.gov/far>

(End of provision)

#### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4023      PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (ii) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (jj) Ability to comply with required schedules;
- (kk) Past record of integrity;
- (ll) Past record of performance; and
- (mm) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (nn) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

## Three Performance References:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_ Description: \_\_\_\_\_  
 Financial Reference: \_\_\_\_\_  
  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 (End of Clause)

#### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a

signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:\_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

##### (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238220**.

(2) The small business size standard is for the firm to have earned no more than **12 million** during the preceding three (3) fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern



or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

\_\_\_\_ 50 or fewer    \_\_\_\_ \$1 million or less

\_\_\_\_ 51 - 100    \_\_\_\_ \$1,000,001 - \$2 million

\_\_\_\_ 101 - 250    \_\_\_\_ \$2,000,001 - \$3.5 million

\_\_\_\_ 251 - 500    \_\_\_\_ \$3,500,001 - \$5 million

\_\_\_\_ 501 - 750    \_\_\_\_ \$5,000,001 - \$10 million

\_\_\_\_ 751 - 1,000    \_\_\_\_ \$10,000,001 - \$17 million

\_\_\_\_ Over 1,000    \_\_\_\_ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)